

1
2
3
4
5
6
7
8
9
10
11
12
13
14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**

16
17 SHIGE TAKIGUCHI, et. al, Individually and
18 On Behalf of All Others Similarly Situated,

19 Plaintiffs,

20 v.

21 MRI INTERNATIONAL, INC., EDWIN J.
22 FUJINAGA, JUNZO SUZUKI, PAUL
23 MUSASHI SUZUKI, LVT, INC., dba
24 STERLING ESCROW, and DOES 1-500,

25 Defendants.

26 Case No.: 2:13-cv-01183-HDM-NJK
27 ORDER GRANTING
28 **STIPULATION AND [PROPOSED]**
 ORDER RE PAYMENT OF
 ATTORNEYS FEES AND COSTS
 INCURRED BY SUZUKI
 ENTERPRISES, INC. PROFIT
 SHARING PLAN DURING JULY 2017

1 WHEREAS Defendant Suzuki Enterprises, Inc. Profit Sharing Plan (the “Plan”) and
2 Plaintiffs are collectively referred to herein as the “Parties”;

3 WHEREAS on December 2, 2016, the Court issued its order [550] (“Order re Fees”)
4 approving the Stipulation re Payment of Attorneys’ Fees [549] (“Stipulation re Fees”), providing
5 a procedure for payment of legal fees and costs from Plan funds that are presently subject to the
6 preliminary injunction [183] issued by this Court;

7 WHEREAS the Plan incurred legal fees and costs in July 2017 in the amount of
8 \$13,025.50, in connection with: coordinating global settlement discussions, communications
9 with multiple counsel, Plan fiduciaries and the Court regarding settlement issues, and research
10 regarding ERISA issues;

11 WHEREAS such fees and costs are payable as follows:

- 12 • \$10,591.00 payable to Foundation Law Group LLP, lead counsel for the Plan;
13 • \$1,309.50 payable to Enenstein Pham & Glass, local counsel for the Plan;
14 • \$1,125.00 payable Brucker & Morra, APC, ERISA counsel for the Plan.

15 WHEREAS the invoices for the Plan’s legal fees with specific descriptions of the work
16 accomplished are attached hereto as Exhibit “A”;

17 WHEREAS Foundation Law Group previously advanced a \$10,000 retainer to Mitchell
18 Silberberg & Knupp LLP to secure services of counsel experienced in class action settlement
19 matters;

20 WHEREAS Foundation Law Group LLP was reimbursed for the \$10,000 retainer it had
21 advanced in its January 2017 fee application;

22 WHEREAS Mitchell Silberberg & Knupp LLP is in the process of returning the retainer
23 in a check made payable to Foundation Law Group LLP, and this returned retainer should serve
24 as an offset/credit to Foundation Law Group LLP’s outstanding invoices for legal services;

25 WHEREAS the Parties have communicated a mutual desire to avoid the necessity of a
26 formal motion for attorneys’ fees through this Stipulation;

1 NOW, therefore, the Parties stipulate as follows:

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
1. Payment of the Plan's legal fees and expenses for the month of June 2017, in the total amount of \$13,025.50, shall be made from the funds returned from Mitchell, Silberberg & Knupp, LLP and from the funds held by LPL Financial for the benefit of the Plan, with the specific breakdown of this total amount below;
 2. \$10,000.00 of the funds returned from Mitchell, Silberberg & Knupp, LLP shall be released from the preliminary injunction [183] and used to satisfy \$10,000 of the outstanding invoice submitted by Foundation Law Group LLP;
 3. \$591.00 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Foundation Law Group LLP;
 4. \$1,309.50 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Enenstein Pham & Glass;
 5. \$1,125.00 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Brucker & Morra, APC.
 6. The remaining funds held by LPL Financial for the benefit of the Plan shall remain frozen and subject to the preliminary injunction [183] pending a further application for payment of attorneys' fees and expenses; and
 7. Payment of attorneys' fees and expenses for the month of July 2017 (per items 2-4 above) shall be made from cash on hand that is held in the name of the Plan.

DATED this 16th day of August, 2017

DATED this 16th day of August, 2017

**MANNING & KASS ELLROD
RAMIREZ, TRESTER LLP**

By: /s/ James E. Gibbons Attorneys for
Plaintiffs

ENENSTEIN PHAM & GLASS

By: /s/ Robert A. Rabbat
Attorneys for Suzuki Enterprises, Inc., Profit
Sharing Plan

1 DATED this 16th day of August, 2017

2 **LAW OFFICES OF ROBERT W.**
3 **COHEN, A.P.C.**

4 By: : /s/ Robert W. Cohen
5 *Attorneys for Plaintiffs*

DATED this 16th day of August, 2017

FOUNDATION LAW GROUP LLP

By: /s/ Gregg D. Zucker
*Attorneys for Suzuki Enterprises,
Inc., Profit Sharing Plan*

7 **ORDER**

8 The stipulation of the parties (ECF No. 716) is GRANTED.

9 IT IS SO ORDERED.

10 DATED this 17th day of August, 2017.


11 United State District Court Judge

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28